

MESSAGE TOLL TELECOMMUNICATIONS SERVICE

OneStar Long Distance, Inc.

dba: OneStar Long Distance

7100 Eagle Crest Boulevard, Suite B

Evansville, Indiana 477 15

Phone (812) 471-5870

OneStar Long Distance, Inc. replaces and supersedes in its entirety Tariff No. 1 with Tariff No. 2

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by OneStar Long Distance, Inc. ("OneStar"). This tariff applies for services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Concurring, Connecting or Other Participating Carriers

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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By: Ami Larrison, Regulatory Manager  
OneStar Long Distance, Inc.  
7100 Eagle Crest Blvd., Ste. B  
Evansville, IN 477 15

MESSAGE TOLL TELECOMMUNICATIONS SERVICE

Arizona CC Tariff No. 2

Check Sheet

The Title/Cover Sheet and the rest of the pages which comprise this tariff are effective as of the date shown on an individual page. The pages, as named below contain all changes from the original tariff and comprise the current tariff of this utility.

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Check Sheet	Original*
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11	Original*
12	Original*
12.1	Original*
12.2	Original*
<b>13</b>	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*

\* - Indicates a new or newly revised page

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Check Sheet

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Arizona CC Tariff No. 2

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**TARIFF FORMAT**

Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4<sup>th</sup> revised Sheet 13 cancels 3<sup>rd</sup> Revised Sheet 13. Consult the Check Sheet for sheets currently in effect.

Paragraph Numbering. Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

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Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purpose indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (M) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate resale telecommunications service provided by OneStar for telecommunications between points within the state of Arizona. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to a service provided by the Company. The customer shall be responsible for all charges due for such service arrangement.

The services provided by OneStar are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

The rates and regulations contained in this tariff apply only to the resale services furnished by OneStar and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of OneStar.

The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

As used in this tariff, the following terms shall have the following meanings.

Access Line - An arrangement from a local exchange telephone company or other common line carrier, using either dedicated or switched access, which connects a customer's location to OneStar's location or switching center.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide specified communication services.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Carrier to identify use of service on the customer's account and to bill the customer accordingly. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users. All authorization codes shall be the property solely of the Carrier, and a customer shall have no property or other right or interest in the use of any particular authorization code.

Bandwidth - The total frequency, in Hertz, allocated for a channel.

Billing Cycle - Unless otherwise specified for a particular rate plan, a monthly period will be used as the basis for recurring charges.

Business Customer - A customer who subscribes to Carrier's service in the name of a business, trade, or profession or whose usage is associated with non-personal activities.

Carrier - OneStar Long Distance, Inc. dba: OneStar Long Distance

Commission - Used throughout this tariff to mean the Arizona Corporation Commission.

Company - OneStar Long Distance, Inc. dba: OneStar Long Distance

Customer - The person, firm, corporation, or other entity which utilizes service provided by the Carrier. A customer is responsible for the payment of charges and for compliance with all terms of Carrier's tariff.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the customer's location to the Company's point of presence.

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Dialed Access - An arrangement whereby a dialed access customer uses the public switched network facilities of a local exchange carrier to access the terminal of the Carrier or a common carrier from which the Carrier acquires service.

Local Exchange Carrier (LEC) - The telephone company providing local phone service.

Prepaid Account - An inventory of Telecom Units purchased in advance by the customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Project Codes - A numerical code of which 1-999 may be used by the customers to identify certain departments or individual users or to allocate the cost of calls back to client.

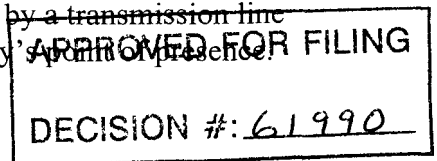
Responsible Organization (RespOrg) - The carrier entity that has responsibility for the management of 800 numbers in the SMS/800 including maintaining customer records in the SMS/800. Also, the entity which accesses the SMS/800 to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number customer records, including call processing; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one RespOrg for each 800 number.

Service Control Point (SCP) - The real-time database system in the 800 database service network that contains instructions on how customers wish their calls to be routed, terminated, or otherwise processed.

Service Management System (SMS/800) - The main administrative support system of 800 database service. It is used to create and update customer 800 service records that are then downloaded to SCP's for handling customer's 800 service calls. The system is also used by RespOrg's to reserve and assign 800 numbers.

Subscriber - The person, firm, corporation, or other entity which utilizes service provided by the Carrier. A subscriber is responsible for the payment of charges and for compliance with all terms of Carrier's tariff.

Switched Access - The customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's central office.



Telecom Unit - A measurement of telecommunications service equivalent to one minute usage between any two points within the state of Arizona.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic.

800 Service - The terms, conditions, and rates for 800 service within this tariff include all 800 service access codes. 800 service access codes currently being used are 800, 888, and 877 and those codes reserved for future use are 866, 855, 844, 833 and 822. Within this tariff, the term '800 service' is inclusive of all 800 codes, whether they are currently used or set aside for future use. The term '800 service' refers to the service where calls are billed to the called party.

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1.1. **Description of Service**

1.1.1. Carrier is a resale common carrier providing intrastate communications service to customers for their direct transmission of voice, data, and other types of telecommunications to points within the state of Arizona.

**Metered Service**

Carrier will provide intrastate long distance message toll telecommunications service to subscriber customers for their direct transmission and reception of voice, data, and other types of telecommunications.

Several options are offered under Metered Use Service. The manner in which calls are originated is dependent upon the option selected. These options are listed below.

Outbound Services - Outbound services consist of the furnishing of long distance telephone service between telephone stations located within the state of Arizona. Such service is available twenty-four (24) hours a day, seven (7) days a week.

The Carrier's customers may place calls from any location in the state of Arizona. Customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the current price list. Outbound services are either flat or banded as outlined in the current price list.

Service is provided only to customers who have established an account with the Carrier; calls that are not identified as those of an established customer will be blocked. Access to outbound services is available to customers who subscribe to a local exchange carrier's (LEC) end user common line service, and to their authorized users. Access is obtained by presubscription to the company as the intrastate/interLATA carrier and/or intrastate/ intraLATA carrier for the end user common line.

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Outbound calls are originated over the LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

Inbound Services - Inbound services allow callers located in the state of Arizona to place toll-free calls to the customer by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week.

Customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the current price list. Inbound services are either flat or banded as outlined in the current price list.

Inbound services are provided only to customers who have established an account with the Carrier. Calls made to an entity not identified as an established customer will be blocked. Access to inbound services is available to customers who subscribe to a local exchange carrier's (LEC) end user common line service, and to their authorized users. Access is obtained either by presubscription to the company as the intrastate/interLATA carrier and/or the intrastate/intraLATA carrier for the end user common line.

Inbound service calls use the LEC-provided public switched network (Feature Groups) to originate the calls placed to the toll-free customer. The calls are then routed over the OneStar network and terminated on the LEC-provided public switched network (Feature Groups) to the customer's specified terminating number.

Travel Card Services - Travel Card services consist of the furnishing of long distance telephone service between telephone stations located in the state of Arizona. Such service is available twenty-four (24) hours a day, seven (7) days a week.

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The Company's customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement and/or the volume of use as outlined in the current price list. Service is provided only to customers who have established an account with the Carrier; calls not identified as those of an established customer will be blocked. Travel Card services are either flat or banded as outlined in the current price list.

Access to Travel Card services is available to customers who subscribe to the Carrier's service and dial an authorization code assigned to the customer by the Carrier.

Prepaid Calling Card Service - This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase OneStar Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. OneStar Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1 .00) increments. OneStar Prepaid Calling Card service is accessed using the OneStar toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. OneStar's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the customer's OneStar Prepaid Calling Card.

All calls must be charged against a Prepaid Calling Card that has a sufficient Telecom Unit balance. A customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the customer can either call the toll-free number on the back of the OneStar Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the OneStar Prepaid Calling Card is insufficient to continue the call and the customer fails to enter the number of another valid OneStar Prepaid Calling Card prior to termination.

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A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for OneStar Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the customer must notify the Company at the designated toll-free customer service number printed on the OneStar Prepaid Calling Card and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, etc.), and the approximate time the call was placed.

When a call charged to a OneStar Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the customer will receive a credit equivalent on one Telecom Unit.

Credit allowances for calls pursuant to OneStar Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls cannot be completed.

Wholesales Services - Wholesale service is an outbound and inbound service provided to long distance resellers on a wholesale basis. Resellers are the Carrier's customers. The customers in turn sell service to end users.

Outbound services consist of the furnishing of long distance telephone service between telephone stations located within the state of Alabama. Such service is available twenty-four (24) hours a day, seven (7) days a week.

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Outbound calls may be placed from any location in the state of Alabama. Outbound wholesale services are provided only to customers who have established an account with the Carrier; calls that are not identified as those of an established customer will be blocked. Outbound calls are originated over LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

Inbound wholesale services allow callers located in the state of Alabama to place toll-free calls to the customer by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week. Inbound wholesale services are provided only to customers who have established an account with the Carrier. Calls made to an entity not identified as an established customer will be blocked.

Inbound service calls use the LEC-provided public switched network (Feature Groups) to originate the calls placed to the toll-free customer. The calls are then routed over the OneStar network and terminated on the LEC-provided public switched network (Feature Groups) to the customer's specified terminating number).

The Carrier's wholesale customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as set forth in the current price list. Wholesale services are either flat or banded as outlined in the current price list.

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1.1.2. Timing of Calls

- 1.1.2.A. All calls are timed by the Carrier in one-tenth of a minute increments. All calls which are fractions of a minute are rounded up to the next tenth of a minute increment unless otherwise specified in the Current Price List section of this tariff. Timing begins at the "starting event" and ends at the "terminating event" unless otherwise specified. Time between the starting event and the terminating event is the call duration, subject to upward rounding. The Carrier will not bill for uncompleted calls.
- 1.1.2.B. The starting event occurs when the answer supervision signal is returned to the Carrier's switch by the LEC Tandem.
- 1.1.2.c. The terminating event occurs when the Carrier's switch receives an on-hook (release) supervisory signal from the LEC that the calling party has hung up.
- 1.1.2.D. Completed calls are timed from the starting event to the terminating event.
- 1.1.2.E. When the total for all computed call charges includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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**SECTION 2 - RULES & REGULATIONS**

**2.1. Limitations on Service**

- 2.1.1. Service is offered by the Carrier subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by Carrier, underlying and connecting carriers, and local exchange carriers.
- 2.1.2. The Carrier reserves the right to discontinue furnishing service upon written notice when necessitated by conditions beyond its control or when the customer is using the service in violation of the provision of this tariff or in violation of the law.
- 2.1.3. Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

**2.2. Use of Service**

- 2.2.1. OneStar's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this section.
- 2.2.2. The use of OneStar's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such as way as to unreasonably interfere with use by others is prohibited.
- 2.2.3. The use of OneStar's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. OneStar's services are available for use twenty-four (24) hours per day, seven (7) days a week.
- 2.2.5. OneStar does not transmit messages, but the services may be used for that purpose.

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- 2.2.6. OneStar's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7. Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8. The customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.9. The customer obtains no property right or interest in use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remains, at all times, solely with the Carrier.

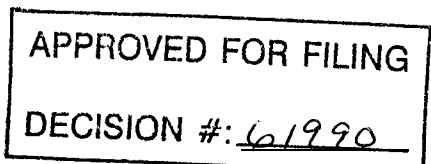
**2.3. Liability of the Carrier**

- 2.3.1. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions, and limitations set forth herein.
- 2.3.2. When service is interrupted for a period of at least 24 hours after notice by the customer to the Carrier, an allowance equal to 1/30 of fixed billing cycle charges for services and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired.
- 2.3.3. The word "interruption" shall mean the inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages; nor shall "interruption" include failure of any service or facilities provided by a common carrier or other entity other than the Carrier; nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Carrier, pursuant to the terms of this tariff, terminates service because of non-payment of bills or deposits due to the Carrier, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this tariff or by applicable law.

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7100 Eagle Crest Blvd., Ste. B  
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- 2.3.4. No allowance shall apply to any nonrecurring or usage charges.
- 2.3.5. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects, or failure in the service or in any regulated facilities shall not exceed an amount equivalent to the proportionate charge to the customer for the period during which the mistake, omission, delay, defect, or failure existed, or the tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential or exemplary damages.
- 2.3.6. The Carrier is not liable for:
- 2.3.6.A. any act or omission of any connecting carrier, underlying carrier, or local exchange carrier; for acts or omissions of any other providers of connections, facilities, or service other than the Carrier; or for culpable conduct of the customer or failures of equipment, facilities, or connections provided by the customer.
- 2.3.6.B. mistakes, omissions, interruptions, errors, delays, or defects in transmission, or failure to transmit when caused by acts of God, fire, war, riots, government authorities, or other causes beyond the Carrier's control.
- 2.3.7. The Carrier shall not be liable to the customer or any other person, firm, or entity in any respect whatsoever for any damages the customer may incur as a result of products and services arising out of year 2000 defects, failure, misrepresentation, or negligence of the customer or any third party, manufacturer or supplier.

Elements of Year 2000 compliance over which the Carrier has no control, such as power and interactivity with other service providers, could cause interruptions in the Carrier's services.

The Carrier will make reasonable efforts to cure any material failure to provide services caused solely by year 2000 defects in the Carrier's hardware, software or systems.

This statement is a Year 2000 Readiness Disclosure under the Year 2000 Information and Readiness Disclosure Act.

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- 2.3.8. The Carrier's liability, if any, with regard to the delayed installation of the Carrier facilities or commencement of services shall not exceed \$500 irrespective of the circumstances. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service and/or advertising expense related to such number), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, the Carrier's liability, if any, shall not exceed \$500 irrespective of the circumstances.
- 2.3.9. Where any claim arises out of the Carrier's acting as a RespOrg, or performing SMS RespOrg changes, or where any claim arises out of any and all failings by the Carrier in connection with the provision of toll-free service to the customer, including where the Carrier's toll-free service is not made available on the date committed to the customer, or cannot otherwise be made available after the Carrier's acceptance of the customer, or the number or numbers are not included in the Toll-Free Service Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Carrier, in such case the Carrier's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and documented in writing by the customer as the direct result of such or failures; or (b) the sum of \$500. With respect to RespOrg Service and SMS RespOrg changes, the customer will indemnify and hold the Carrier harmless against any third party claims arising out of the execution of changes requested by the customer, including those changes made by a toll-free subscriber. Where the RespOrg service customer is a customer acting on behalf of a toll-free subscriber, the customer represents that it has the authority to act on the toll-free subscribers' behalf in choosing a RespOrg and otherwise utilizing the Carrier's RespOrg service.

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- 2.3.10. The Company shall not be liable at all for the use, misuse, or abuse of a customer's toll-free service by third parties including, without limitation, the customer's employees or members of the public who dial the customer's toll-free number by mistake. Compensation for any injury the customer may suffer due to the fault of people or entities other than the Carrier must be sought from such other parties.
- 2.3.11. Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the company, shall give any customers who have reserved toll-free numbers hereunder or customers who subscribe to and use the Carrier's Toll-Free services, or their transferees or assignees, any ownership interest or proprietary right in any particular toll-free service number.
- 2.3.12. Customers (including carrier customers) are prohibited from using any telephone numbers beginning with a toll-free service code, or any other number advertised or widely understood to be toll-free, in a manner that would result in (a) the calling party or the subscriber to the originating line being assessed any fee or charge by virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversation services, or products. The customer shall be afforded a period of no less than five (5) days and no more than fourteen (14) days during which a violation may be brought into compliance. Toll-free service not in compliance with the Carrier's rules and regulations as found in this tariff at the expiration of such period may be terminated immediately by the Carrier, without incurring any liability and without notice to the customer.
- 2.3.13. The Carrier's services are furnished upon the condition that the customer obtains adequate facilities to permit the use of said service without injurious effects upon it, the Carrier, or any service rendered by the Carrier. The customer must obtain an adequate number of access lines associated with the Carrier's services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Carrier taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The customer is required to designate and provide to the Carrier a working telephone number with enough capacity to handle the traffic. The Carrier will not be liable for uncompleted calls due to problems with the working telephone number designated by the customer.

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The Carrier, without incurring any liability, may disconnect or refuse to furnish the Carrier's services to any customer that fails to comply with these conditions. The customer will be responsible for all charges incurred as well as any access charges the Carrier may incur as a result of the customer's failure to comply with these rules and regulations.

**2.4. Responsibility for Charges**

The customer is responsible for all calls placed using any authorization code assigned to the customer, using any direct connect facilities utilized by the customer, and any calls using switched access facilities placed from the customer's premises. Upon knowledge of facts which would alert a reasonable person to the possibility an unauthorized person is using the customer's authorization code, the customer shall alert and give notice to the Carrier of such fact. Customer shall be excused from liability only with respect to such calls placed after receipt by the Carrier of such notice. Customer shall at all times remain liable for calls placed over the direct connect facilities utilized by the customer and for calls placed over direct connect facilities utilized by the customer and for calls using switched access facilities placed from the customer's premises.

**2.5. Termination or Denial of Service by Carrier**

The following rules will govern termination or denial of service by the Carrier:

2.5.1. The Carrier may immediately and without notice to the customer, without liability of any nature, temporarily deny, terminate, or suspend service to any customer in the event such customer or his agent interferes with use of Carrier's service to other customers of the Carrier, unreasonably places capacity demands upon Carrier's facilities or service, or violates any statute or provision of law or any rule or regulation of any state or federal regulatory agency relating to communications or otherwise fails to comply with the provisions of this tariff or applicable law.

2.5.2. In the event a customer fails to pay any bill relating to regulated telephone service rendered by the Carrier or fails to pay any deposit relating to regulated service required by the Carrier, the Carrier may terminate service until the bill rendered or the required deposit has been paid.

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2.5.2.A. Five days after the written notice is mailed to the customer at the billing address maintained by the Carrier for the customer demanding payment of the amount due or the required deposit, and such payment or deposit is not received by the Carrier within five days of mailing such notice.

2.5.2.B. The notice specified above shall inform the customer that service will be terminated without further notice if the specified payment or deposit is not received within five days.

2.5.3. The Carrier may require potential customers to provide information pertaining to their financial ability to pay for service.. Potential customers whose credit history is not acceptable to the Carrier or is not a matter of general knowledge may be denied service.

2.6. **Termination by Customer**

Service may be terminated by the customer at any time, subject to payment in full of all charges for the period service is rendered or other minimum billing cycle charges, except that, if termination occurs within the initial contract period, charges apply for the full initial contract period.

2.7. **Initial Contract Period**

The initial contract period for service is one month. Thereafter, contract periods shall be for successive one-month periods.

2.8. **Payment, Billing, and Deposits**

The following rules will govern payment, billing, and deposit practices of the Carrier.

2.8.1. Payment and Billing

2.8.1 .A. Service is provided and billed on a billing cycle basis, beginning on the date that service became effective. Billing is payable upon receipt. Interest at the rate of 1.5% per month will accrue upon any unpaid amount commencing 30 days after rendition of bills.

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2.8.1 .B. The customer is responsible for payment of all charges for service furnished to the customer as well as to all persons using the customer's codes, premises, or facilities with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and special or dedicated access facilities is the responsibility of the customer. All calls placed using such special or dedicated access facilities, authorization codes, premises, or switched access connections will be billed to and must be paid by the customer. Recurring charges, deposits, and non-recurring charges are billed in arrears.

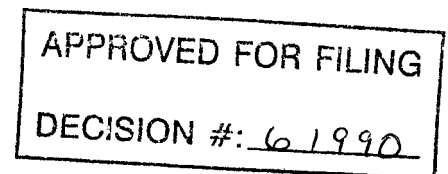
2.8.1 .C. All bills are presumed accurate and shall be binding on the customer unless objection is received by the Carrier in writing within 25 days after such bills are rendered. No credits, refunds, or adjustments will be granted if demand therefore is not received by the Carrier in writing within such twenty-five (24) day period.

The customer may withhold payment for billing amounts disputed (i.e., amounts associated with the objection that are set out in writing to the Carrier). The customer can telephone the Carrier, but doing so will not preserve his/her rights. Full payment will be required for all amounts not disputed. Any payment due following resolution of the objection shall be due forthwith.

2.8.1 .D. Carrier shall be entitled to revise bills previously rendered to adjust for previously unbilled service or adjust upward or downward a bill previously rendered for a period equivalent to the applicable contract law statute of limitations.

2.8.2. Deposits

The Company does not require deposits.



2.8.3. In the event a customer accumulates charges sixty days past due for services rendered by the Carrier, as RespOrg of the customer's 800 service, the Carrier reserves the right not to honor that customer's request for a RespOrg change and the Carrier reserves the right not to honor that customer's request for a change to another common carrier until such past due charges are paid in full.

**2.9. Term Agreements**

Term Agreements are available for one or two year periods. The specific term agreement available to a customer will depend on the sales program which the customer has chosen. At the end of the term period, the term agreement will continue on a month-to-month basis until terminated by the customer or OneStar. Thirty days written notice is required to terminate such agreement. In the event that the customer terminates service with OneStar prior to the end of such term period, the customer will be billed a penalty according to the guidelines of the term agreement applicable. Any penalties will be billed to the customer upon termination of the agreement. The customer may terminate the agreement without penalty only upon an increase of rate by OneStar. The customer has a period of time to provide written notice to OneStar of their desire to cancel without incurring any penalty. The period of time allowed is determined by the applicable term agreement.

Term Agreement III Guidelines - Customers committing to a specified monthly usage level will receive discounts according to the monthly usage commitment discount schedule listed below. If a customer's monthly usage level is greater or lower than the agreed to monthly usage level, the discount assigned to the agreed to monthly usage level will apply. At the initiation of the term agreement, the customer must indicate the total number of outbound access lines and 800 inbound numbers to be covered by the agreement. In the event that the customer terminates service with OneStar prior to the end of such term period, each outbound access line and a \$40.00 penalty per month for each 800 inbound number covered at the initiation of the term agreement. Such penalties will be billed in their entirety directly to the customer upon termination of the agreement. The customer may terminate the agreement without penalty upon an increase of rate by OneStar if they provide written notice to OneStar of their intent to cancel within 30 days of the increase.

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Monthly Usage Commitment Discount Schedule

\$ 0.00 -	\$ 100.00	0%
\$ 101.00 -	\$ 200.99	10.0%
\$ 201.00 -	\$ 300.99	12.5%
\$ 301.00 -	\$ 500.99	15.0%
\$ 501.00 -	\$ 750.99	17.5%
\$ 751.00 -	\$ 1000.99	20.0%
\$ 1001.00 -	\$ 1500.99	22.5%
\$ 1501.00 -	\$ 2000.99	25.0%
\$ 2001.00 -	\$ 2500.99	27.5%
\$ 2501.00 +		30.0%

**2.10. Collection Costs**

In the event the Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a customer or for the enforcement of any provision of this tariff or applicable law, customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

**2.11. Inspections, Testing, and Adjustment**

2.11.1. Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation, or maintenance of the customer's or the Carrier's equipment or connecting facilities. The Carrier may interrupt service at any time without penalty or liability to itself where necessary to prevent improper use of service, facilities, or connections.

2.11.2. Upon reasonable notice, the facilities provided by the Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier. No interruption allowance will be granted for the time during which such tests and adjustments are made unless such interruption exceeds twenty-four hours in length.

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**2.12. Interconnection**

2.12.1 Service furnished by the Carrier may be interconnected with services or facilities of other authorized communications common carriers, with underlying carriers, and with private systems subject to technical limitations established by the Carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and other participating carriers shall be provided at the customer's expense.

2.12.2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs.

**2.13. Liability of the Customer**

2.13.1. The Carrier shall be indemnified and held harmless by the customer against:

2.13.1 .A. Claims for libel; slander; harassment; improper use of telecommunications service or facilities; infringement of copyright; or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Carrier's facilities; and

2.13.1 .B. Claims for patent infringement arising from combining or connecting the Carrier's equipment or facilities with apparatus and systems of the customer; and

2.13.1 .C. All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities with or without consent of the customer, in connection with any service, equipment or facilities provided by the Carrier.

2.13.2. The customer shall indemnify and hold the Carrier harmless from and against all claims, demands, losses, or liabilities, including but not limited to, fees and expenses of counsel arising out of any damage to business or property or injury to or death of any person occasioned by or in connection with any act or omission of the customer or of any person utilizing the customer's codes, service, equipment, or facilities with or without the consent or knowledge of the customer.

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**2.14. Local Charges**

In those instances where customer places a call on a non-feature group line, customer may be billed by the local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

**2.15. Rate Centers**

Each customer will have a designated Primary Calling number which will be the local telephone number assigned by the exchange carrier for the location from which the customer places the majority of his calls over the carrier's system. Such number shall be associated with one of the Carrier's Rate Centers. Such Rate Center shall be the "Customer's Rate Center" for purposes of this tariff. The customer's calls will be accepted only by the Carrier's terminal serving the Customer's Rate Center. The serving central office "V" and "H" coordinates are used to determine originating and terminating mileage.

**2.16. Provision of Bills**

Customer shall receive a single copy of invoices or billing statements following conclusion of each billing cycle. Duplicate copies will be provided on reasonable request at a charge of fifteen dollars per request for each separate account plus fifteen cents per page of the bill provided.

**2.17. Provision of Equipment**

2.17.1. The customer is responsible for the provision of customer premises equipment of a type acceptable to the Carrier.

2.17.2. The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by OneStar on the customer's behalf.

2.17.3. If required for the provision of OneStar's services, the customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to OneStar.

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- 2.17.4. The customer shall ensure that the equipment and/or system is properly interfaced with OneStar's facilities or services, that the signals emitted into OneStar's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certified terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, OneStar will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to OneStar equipment, personnel or the quality of service to other customers, OneStar may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, OneStar may, upon written notice, terminate the customer's service.

### **SECTION 3 - RATES AND CHARGES**

#### **3.1. Regulations and Computation of Mileage**

- 3.1.1. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.1.2. All times refer to local time.
- 3.1.3. All calls are rated between the originating point and terminating point.
- 3.1.3.A. Originating Point - A customer's primary local exchange number is in an NXX specified as being associated with a specific Rate Center. The originating point of all calls charged to that customer's account shall be the location of the customer's Rate Center serving central office.
- 3.1.3.B. Terminating Point - The terminating point for all calls shall be the specific rate center of the local serving central office associated with the called number.

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3.1.4. Airline mileage - where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each point and contained in Bell Communications Research NPA-NXX V&H Coordinate Tapes as published by AT&T from time to time.

**3.2. Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the company at:

7100 Eagle Crest Boulevard, Suite B  
Evansville, Indiana 477 15  
**800-482-0000**

Any objection to billed charges should be reported promptly to OneStar. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a customer accumulates more than One Dollar of undisputed delinquent OneStar 800 Service Charges, the OneStar RespOrg reserves the right not to honor that customer's request for a RespOrg change until such undisputed charges are paid in full.

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**3.3. Time Periods Defined:**

3.3.1. Business Day: 8:00 a.m. ▪ 4:59 p.m. ▪ Monday - Friday

3.3.2. Evening: 5:00 p.m. ▪ 10:59 p.m. ▪ Sunday - Friday  
▪ Holidays\*

3.3.3. Night/Weekend: 11:00 p.m. ▪ 7:59 a.m. ▪ Monday - Sunday  
8:00 a.m. ▪ 10:59 p.m. ▪ Saturdays  
8:00 a.m. ▪ 4:59 p.m. ▪ Sundays

3.3.4. Peak: 8:00 a.m. ▪ 4:59 p.m. ▪ Monday ▪ Friday

3.3.5. Off-Peak: 5:00 p.m. ▪ 7:59 a.m. ▪ Monday ▪ Sunday  
8:00 a.m. ▪ 4:59 p.m. ▪ Saturdays and Sundays  
Holidays

3.3.6. Holidays include Christmas Day, New Year's Day, Independence Day,  
Labor Day and Thanksgiving Day.

\* Unless a lower rate applies according to the time of day.

**3.4. Reconnection Charge**

Any customer whose service is disconnected for nonpayment will incur a reconnection charge in order to have their service reconnected. The charge is \$20.00 per reconnection per account.

**3.5. Association Programs**

Programs are available to organizations (generally chambers, clubs, trade associations, buying groups, etc.), whereby that association chooses OneStar service and also makes it available to its members. Each member wishing to have the Carrier's service is then set up on the association's program. All members will receive a monthly bill for which they are responsible. Each member will be individually evaluated, and all credit and collections functions will be based upon the individual's account. The associations will be set up on one of the following association programs:

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Group Call 98-A - A program whereby the association agrees to become active participants in marketing the Carrier's service to its members. They agree to direct mail, presentations at group functions, announcements in publications, and providing the Carrier with member listings, etc. In addition, the association will provide a statement on letterhead and signed, noting their level of participation and number of members eligible. The association may be asked to periodically review and confirm this list. The members may choose from Premier A, Premier A 800, Premier B and Premier B 800; and they will receive the following residual:

\$ 0.00 -	\$2500.99	1 %
\$2501.00 -	\$ 5000.99	2 %
\$5001.00 -	\$ 7500.99	3 %
\$7501.00 -	\$10000.99	4 %
\$10001.00 -	\$12500.99	5 %
\$12501.00 -	\$15000.99	6 %
\$15001.00 -	\$17500.99	7 %
\$17501.00 +		8 %

The residual accrues monthly and is paid by check directly to the association on a quarterly basis. The residual is based on the total monthly usage of all members, calculated according to the corresponding residual schedule. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the applicable rate programs, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

Group Call 98-B - A program whereby the association agrees to the use of their name in marketing the Carrier's service to their members, but do not take an active role in the marketing. In addition, the association will provide a statement, on letterhead and signed, noting their level of participation and number of members eligible. The members may choose from Premier A, Premier A 800, Premier B, and Premier B 800; and they will receive the following residual:

\$ 0.00 -	\$2500.99	0.5%
\$2501.00 -	\$ 5000.99	1.0%
\$5001.00 -	\$ 7500.99	1.5 %
\$7501.00 -	\$10000.99	2.0%
\$10001.00 -	\$12500.99	2.5%
\$12501.00 -	\$15000.99	3.0%
\$15001.00 -	\$17500.99	3.5%
\$17501.00 +		4.0%

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The residual accrues monthly and is paid by check directly to the association on a quarterly basis. The residual is based on the total monthly usage of all members, calculated according to the corresponding residual schedule. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the rate programs applicable, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

Employee Advantage 98 - A program whereby the association agrees to become active participants in marketing the Carrier's service to their members. They agree to include OneStar information in pay envelopes, postings on bulletin boards, presentations during staff meetings, announcements in company flyers, and provide a location for the display of OneStar literature, etc. In addition, the association will provide a statement, on letterhead and signed, outlining their level of participation, number of employees eligible, and an agreement to review and confirm a list of employees choosing the Employee Advantage 98 Program. The association agrees to confirm the list in writing on a quarterly basis. The association can be on Connect-Me, Connect-Me 800, Premier A, Premier A 800, Premier B, or Premier B 800; and they will receive a 5% discount which will apply up to a maximum discount of \$100.00, on intrastate, interstate, 800, international, travel card, and directory assistance calls on a monthly basis. In order for the association to receive the 5% discount, total member net monthly usage must equal \$100.00 or more. Additionally, each member may be on select programs. No special or promotional discount programs may be used with the Employee Advantage 98 Program. All minimum usage fees associated with the applicable rate programs, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

**3.6. Directory Assistance**

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Directory assistance calls will be provided at \$1.05 per call.

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**3.7. Specialized Pricing Arrangements**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. The Commission will be notified of any special pricing contracts prior to implementation.

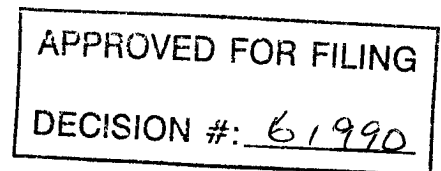
**3.8. Payphone Use Charge**

In order to recover the Company's expenses to comply with the FCC's payphone compensation plan adopted October 9, 1997 (FCC 97-371), a charge will apply to all completed interstate and intrastate calls originating from pay telephones, including:

- a. Calls billed to a company-issued access code (e.g., Company Calling Card).
- b. "0+" and other calls billed collect, to a third number, to a commercial credit card, or to a calling card issued by a local exchange carrier; and
- c. Calls placed via Company toll-free numbers to any customer,

No discounts shall apply to the Payphone Use Charge. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies, and other interexchange carriers. The Payphone Use Charge applies to the initial completed call and any reoriginated call (i.e., using the "\*" symbol) completed and billed as described below.

1. Individual calls which otherwise meet the criteria above will be identified as subject to the Payphone Use Charge when coding digits transmitted to the Company at the time the call is placed indicate the call originates from a payphone (AN1 ii digits 07, 27, 29, or 70).



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2. Whenever possible, the Payphone Use Charge will appear on the same invoice containing the usage charges for the applicable call. The intrastate-interLata and interstate payphone-originated calls will be designated with the letter "P" in the call detail section of the OneStar invoice. The intrastate-intraLata payphone-originated calls will be designated with the letter "B" in the call detail section of the OneStar invoice.
3. At the Company's option, in cases where proper payphone coding digits are not transmitted to the Company prior to the completion of a call, the Payphone Use Charge may be billed on a subsequent invoice after the Company has obtained information from a local exchange carrier which confirms that the originating station is an eligible payphone.

Rate per Completed Call: \$.30

3.9. **Presubscribed Interexchange Carrier Charge**

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all customer monthly bills at the prevailing rate.

3.10. **Emergency Calls**

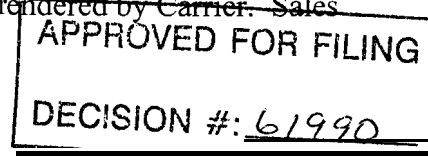
Emergency calls are calls which relate to life threatening situations or destruction of property and require calls to police or fire department. Such calls are permitted at no charge. If such a call should become necessary through the OneStar network, a customer may notify the OneStar office through the local number or the 800 number, 1-800-482-0000, and a credit will be issued.

3.11. **Promotional Offerings**

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

3.12. **Taxes**

In addition to all recurring, non-recurring, minimum, usage, or special charges, customer shall also be responsible for and shall pay all applicable federal, state, and local taxes or surcharges, including sales, use, and excise taxes. All such taxes shall be separately shown and charged on bills rendered by Carrier. Sales and use taxes shall be applied to all charges.



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**3.13. Returned Check Charge**

Customers whose payment by check is returned for insufficient funds or is otherwise not processed for payment will be subject to a \$20.00 charge. Such charge will be applicable on each occasion when a check is returned or not processed.

**3.14. 800 Tailored Call Coverage**

When a customer chooses to be set up on a OneStar 800 sales program and wishes to have area code programming, they will incur an initial activation fee for this service. They will also incur a monthly administration fee for this service. Any time the customer wishes to have changes made to the area code programming they will incur an additional programming charge. If the sales program that the customer is on has a monthly fee associated with it, that fee will be waived and only the \$7.50 fee associated with 800 Tailored Call Coverage will apply. The fees are as follows:

Initial Activation Fee	\$15.00
Monthly Administration Fee	\$ 7.50
Programming Change Fee	\$15.00

**3.15. Computation of Discounts**

Discounts apply to a customer's usage when their sales program consists of either a volume or fixed discount. The discount percentages vary by sales program and customer usage and applied as specified below.

A customer may qualify for a volume discount as specified in the Current Price List section. The combined total usage of the customer's intralata, interlata, interstate, international, travel card, and directory assistance calls determines the volume discount level which will be applied to their toll-free and interstate usage. No discounts will be applied to their directory assistance intralata, or travel card usage.

A customer may qualify for a fixed discount as specified in the Current Price List section. The applicable discount will be applied to the customer's intralata, interlata, interstate, 800, travel card, international, and directory assistance calls. No discounts will be applied to the directory assistance, international, or travel card usage.

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**3.16. Validated Project Codes**

When a customer chooses to have validated project codes set up for their OneStar account(s), he or she will incur a fee for this service. When the validated project codes are set up in existing tables, they will incur charges according to the Existing Tables charges listed below. When the validated project codes are set up in special tables which must be created, they will incur charges according to the Special Tables Charges listed below:

The fees are as follows:

Existing Tables

Initial Installation Fee	\$ 5.00
Monthly Administration Fee	\$ 5.00
Table Change Fee	\$ 5.00

Special Tables

Initial Installation Fee	\$20.00
Monthly Administration Fee	\$ 7.50
Table Change Fee	\$ 5.00

**3.17. Conference Calling**

Conference Calling service is available 24 hours a day; seven days a week to all OneStar customers. Conference Calling charges are included in the customers' monthly OneStar invoices and will be billed for the minutes of usage each time the service is used. The customer may conduct a conference call by using one of the following services. A variety of optional features is also available, upon request, for a nominal charge.

Conference Calling Services:

Operator Assisted Dial Out - Teleconference Coordinators will dial out to the host's list of participants prior to the start of the call, greeting them and placing them into the conference. Teleconference Coordinators are available throughout the entire conference, if needed, and long distance charges are included.

Dial In Meet-Me - Participants dial a preassigned conference call number that allows them to utilize their own long distance provider. Teleconference Coordinators are available throughout the entire conference.

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Dial In 800 Meet-Me - Participants dial a preassigned 800 number to access the conference call. With this option, long distance charges are included and Teleconference Coordinators are available throughout the entire conference, if needed.

Passcode Meet-Me - Participants can access the conference call automatically without the assistance of a Teleconference Coordinator by entering a preassigned passcode upon dialing in. Teleconference Coordinators are available throughout the entire conference, if needed.

800 Passcode Meet-Me - Participants dial a preassigned 800 number to access the conference call. At that time of the call, after dialing the 800 number, participants enter the passcode and will be immediately be connected to the other individuals on the call. Teleconference Coordinators are available throughout the entire conference, if needed.

<u>Conference Calling Service</u>	<u>Charge Per Minute</u>
Operator Assisted Dial Out	\$ .3900
	\$2.00 per line set-up charge
Dial In Meet-Me	\$ .2800
Dial In 800 Meet-Me	\$13900
Passcode Meet-Me	\$ .2500
800 Passcode Meet-Me	\$.3600

\*All conference calls are billed in full minute billing increments.

Enhanced Services:

Operator Monitoring/Polling/Queuing

Operator Monitoring - An operator will direct his/her full attention to the monitoring of an entire single conference so he/she will be immediately available to manage any request or special instructions that may be directed to him/her from the meeting.

Polling - Polling allows the host to ask a series of questions of the participants. The host may ask a yes/no or multiple choice (up to nine) question. Parties respond by pressing appropriate digits on the keypad. The total number of responses for each question is recorded and the results can be printed for the host.

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Queuing - The moderator has the ability to control a question and answer session by allowing participants to "queue up" for a question using their touch-tone phones.

Broadcast Fax - Customers receive immediate, automatic, and simultaneous distribution of a document to multiple sites via fax.

Participant List - List of all participants faxed or mailed to the host after the conference.

Prenotification (voice or fax) - A customized conference call notification form will be faxed to individuals the host requests to be on the conference call. The form requests each participant to notify the host of their attendance. The form also provides critical information, such as date of call, time of call, and the dial-in number, along with helpful hints on how to make the call a success. Participants may also be notified verbally.

Fax Confirmation - After making a reservation, the host is provided with a fax confirmation of the reservation.

Conference Recording - A 90-minute cassette tape is made of the conference and sent via regular mail. Additional copies are available.

Conference Transcription/Transcript Conies - The entire content of a conference can be transcribed and provided to the host and/or participants. This transcription can be in a written format or on a disk in a number of software formats.

Digital Conference Playback - Allows the customer to have many callers simultaneously dial into a single phone number at any time, to listen and respond to a digital recorded message or to listen to a conference call that they could not attend. Capabilities, such as fast forward, rewind, and pause, are available to all participants via remote access.

Fax on Demand - Using a touch-tone menu, participants can order documents to be faxed to them at any location, immediately, 24 hours a day, seven days a week.

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<u>Feature</u>	<u>Charge</u>
Operator Monitoring/ Polling & Queuing	\$ .07 per minute per location
Broadcast Fax	\$ .50 per minute with \$7.50 set-up
Participant List	\$1.50 per request
Prenotification	\$1.50 per notification (voice or fax)
Fax Confirmation	\$ .75 per request
Conference Recording	\$15.00 per 90-minute cassette
Conference Transcription	\$50.00 per transcribed hour (transcribed hour = 15 minutes talk)
Transcript Copies	\$15.00 per copy
Digital Conference Playback	\$20.00 set-up; \$ .28 per minute Per location for Dial In Meet-Me; \$.42 per minute per location for Dial In 800 Meet-Me
Fax on Demand	\$ .45 per minute inbound \$ .55 per minute outbound

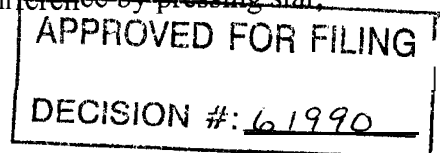
Additional Services Provided at No Cost:

Broadcast/Listen Only - Dedicated speaker(s) can hear and be heard. Remaining participants are in a listen-only mode.

Conference Security - A password is distributed to conference participants in advance.

On-Hold Music - Participants are placed on hold and in music status.

Operator Assistance - Operator can be recalled into conference by pressing star, zero (\*O).



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Standing Reservation - A reservation automatically made for certain times (e.g., the first Tuesday of every month).

Subconferencing - Participants are separated into designated groups for private meetings and can regroup as needed throughout the conference.

**3.18. National 800 Electronic Listing**

Customers choosing to have their toll-free number listed in the National 800 Electronic Service Directory will incur an initial activation fee and a monthly administration fee for this service. The fees are as follows:

Initial Activation Fee	\$17.00
Monthly Administration Fee	\$15.00

**3.19. Shared 800 Number Program**

Shared 800 Number is a program available to customers wishing to obtain a toll-free number. The customer will have the same toll-free number as other Shared 800 customers located within the same geographical location of Carrier's terminal. For customers in the state of Arizona, the toll-free number is 1-800-**953-2867**.

Shared 800 customers will be assigned one 4-digit Personal Identification Number (PIN) which must be used when dialing the toll-free number. Additional PIN's are available upon request. Depending upon the number of additional PIN's requested, a monthly fee may apply.

Shared 800 numbers cannot have designated areas of service, be ported to another carrier, or be included in the National 800 Electronic Listing. The Shared 800 program can be used in combination with any OneStar 800 sales program. Any recurring monthly fees associated with the 800 sales program chosen will be waived for Shared 800 customers.

The fees are as follows:

up to 2 PIN'S	No cost
Each Additional PIN	\$5.00 monthly fee

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**3. 20. Wholesale Service**

Wholesale service is available to customers who resell large volumes of long distance inbound and outbound telephone service.

**3. 21. Travel Call Surcharge**

The customer will incur a \$.05 surcharge when placing a travel card call.

**3. 22. Minimum Monthly Usage Charge**

Beginning with the customer's second billing cycle, a \$3.00 Minimum Monthly Usage Charge will apply in addition to any monthly fees applicable to the customer's chosen rate program. The Minimum Monthly Usage Charge will apply to all invoices where the long distance call usage does not equal or exceed \$3.00. The charge will be an amount equal to the difference between the long distance call usage and \$3.00. The Minimum Monthly Usage Charge does not apply to dedicated or wholesale rate programs.

**3. 23. Call Minimum and Rounding Increments**

For the first two billing cycles, the customer is subject to the lower call minimum and billing increment combination listed with the customer's individual rate program description listed in the following section. Beginning with the customer's third billing cycle and continuing thereafter, based on the customer's previous month's call cost, the customer's calls will be subject to a sixty (60) second minimum and sixty (60) second billing thereafter if the customer's usage is less than \$20.00 per month. If the customer's usage is \$20.00 or more per month, the call minimum and billing increment combination will decrease to a lower call minimum and billing increment combination specified in the customer's individual rate program description which is outlined in the following section. The wholesale, dedicated, and Connect-Me programs are exclusions to this section. A customer who subscribes to an outbound rate program and the corresponding inbound rate program may combine the usage of both programs to reach the \$20.00 usage level.

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**3.24. Toll-Free Number Fee**

The customer will incur a Toll-Free Number Fee for each toll-free number serviced by OneStar up to a maximum of five (5) toll-free numbers per account. The monthly fee is as follows:

\$ .95 per Toll-Free Number

**SECTION 4 - RATE PROGRAM MAXIMUM PRICE LIST**

**Premier A**

Rates Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Premier A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 60 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Premier A 800**

Rate Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Premier A 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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**Premier B**

Rates Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Premier B customers must sign a one-year term agreement. Premier B customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Premier B 800**

Rates Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

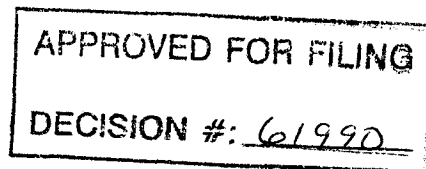
Premier B 800 customers must sign a one-year term agreement. Premier B 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

**Travel Card 98-1**

Rates Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Travel Card 98-1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 98-1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.



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**Travel Card 99-1**

Rates Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Travel Card 99-1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 99-1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

**Jupiter**

Rates Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Jupiter customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 60 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Jupiter 800**

Rate Per Minute

Day	Evening	Night/Weekend
\$.3500	\$.3500	\$.3500

Jupiter 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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**Neptune**

Rates Per Minute

Day	Evening	Night/Weekend
\$0.3500	\$0.3500	\$0.3500

Neptune customers must have a minimum monthly usage of \$5.00 or more. Neptune customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Neptune 800**

Rates Per Minute

Day	Evening	Night/Weekend
\$0.3500	\$0.3500	\$0.3500

Neptune 800 customers must have a minimum monthly usage of \$5.00 or more. Neptune 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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**SECTION 4 - RATE PROGRAM CURRENT PRICE LIST**

**Premier A**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Premier A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 60 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Premier A 800**

Rate Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Premier A 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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**Premier B**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1640	\$.1640	\$.1640

Premier B customers must sign a one-year term agreement. Premier B customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Premier B 800**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1640	\$.1640	\$.1640

Premier B 800 customers must sign a one-year term agreement. Premier B 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

**Travel Card 98-1**

Rates Per Minute

Day	Evening	Night/Weekend
\$.2000	\$.2000	\$.2000

Travel Card 98-1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 98-1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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**ORIGINAL**

**Travel Card 99-1**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Travel Card 99-1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 99-1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

**Jupiter**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Jupiter customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 60 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

**Jupiter 800**

Rate Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Jupiter 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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Neptune

Rates Per Minute

Day	Evening	Night/Weekend
\$.1640	\$.1640	\$.1640

Neptune customers must have a minimum monthly usage of \$5.00 or more. Neptune customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Neptune 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1640	\$.1640	\$.1640

Neptune 800 customers must have a minimum monthly usage of \$5.00 or more. Neptune 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

Prepaid Calling Card

\$.25 per Telecom Unit

Calls are billed at 60 second minimum with 60 second billing thereafter.

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